

DECISION



THE COMPTROLLER GENERAL
OF THE UNITED STATES
WASHINGTON, D. C. 20548

FILE: B-206542.2

DATE: September 5, 1984

MATTER OF: Checker Van Lines-- Request for
Reconsideration

DIGEST:

Claimant may not be paid for temporary storage of household goods of member of Armed Services for a period in excess of 180 days, in view of illegality of such payments, even if claimant's contracts with the government did not refer to the regulatory 180-day limitation and claimant had no actual knowledge of it.

Checker Van Lines requests reconsideration of our decision Checker Van Lines, B-206542, September 7, 1982, in which we sustained our Claims Group's settlement of December 4, 1981, disallowing Checker's claim for \$12,321.50 (Claims Group file No. 2-2834507-0). The claim is for charges for the storage in excess of 180 days of personal property belonging to members of the U.S. Army. We denied the claim because only temporary storage of the property was authorized and the government's liability for such storage is limited by regulation to a period of 180 days, for which the claimant has been paid. In addition, we stated that although the terms of Checker's contracts with the Army were unclear, it appeared to have been the understanding of the parties that storage at government expense was limited to 180 days or, at the very least, that Checker was aware of the 180-day limitation and had agreed to those terms. This conclusion was based upon correspondence from Checker to the Army in which Checker referred to certain shipments as "exceeding the 180 days allotted by expired contract" or as "left in our care beyond the 6-month stipulation of the contract."

In its request for reconsideration, Checker argues that our decision contains an error of fact and an error of law. Checker maintains that we erred as a factual matter because Checker did not know of, nor

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agree to, the time limit on storage authorized at government expense. Checker contends the shipments were stored with Checker under separate contracts which did not limit the government's obligation for payment for the storage. It asserts that these contracts provided that storage shall be furnished when ordered by the contracting officer and charges were not to commence until the sixth day after shipment was containerized or received and then charges would be applied for each 30-day period. The contracts set no limit on the number of 30-day periods for which the government would pay for storage. It further contends that it submitted its memorandum of June 15, 1977, requesting billing information for the first 180-day period of storage only after a transportation officer at Ft. Dix informed it of the 180-day limit for the first time and advised it to submit a request for payment in this manner. Checker adds that not only was it unaware of the 180-day limit, but apparently neither were the military authorities responsible for the storage services because, in some instances, they paid Checker for temporary storage in excess of 180 days.

Checker also argues that we erred as a matter of law because our legal conclusion would permit the government to use Checker's storage facilities beyond the 180-day period without payment.

For the most part, Checker's contentions either were made, or could have been made, at the time of our prior consideration of this claim, or have been elaborated upon in response to our decision. For example, although Checker earlier claimed to have been unaware of the 180-day limitation, not until its request for reconsideration did Checker assert that correspondence from it to the Army in which Checker appears to spontaneously refer to the 180-day limitation, was written at the Army's suggestion.

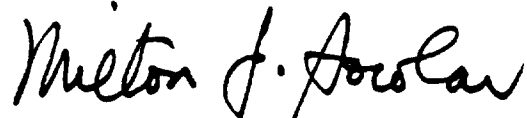
Even were we to accept Checker's position that: (1) contracts provided for successive 30-day storage periods without limitation and (2) Checker was not aware of the 180-day limitation, we would remain of the opinion that Checker cannot recover because, as we stated in our earlier decision:

"Our Office has held that under the controlling statute, 37 U.S.C. § 406, and regulation, temporary storage is at the Government's expense for only 180 days, regardless of the circumstances. 52 Comp.

Gen. 213 (1973); 41 Comp. Gen. 402 (1961). . . . Since an express contract providing storage over 180 days would be illegal, an implied-in-fact contract to accomplish this purpose would also be illegal, thus precluding quantum meruit recovery, which is premised on an implied contract theory. GKS, Inc., B-187593, June 26, 1978, 78-1 CPD 461."

While this holding does result in storage in excess of 180 days without government reimbursement to Checker, it is the law that compels this result.

Our prior decision is affirmed.

for 
Comptroller General
of the United States